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Attorneys for Plaintiff,
JESSICA ROBERTSON

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JESSICA ROBERTSON, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

CLEAN CONTROL CORPORATION,
Defendant.

Case No.: 5:24-cv-01478

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Jessica Robertson (“Plaintiff”) brings this action against Clean Control
2 Corporation, (“Defendant”) individually and on behalf of all others similarly situated
3 and alleges upon personal knowledge as to Plaintiff’s acts and experiences, and, as to
4 all other matters, upon information and belief, including investigation conducted by
5 Plaintiff’s attorneys as follows:

6 **NATURE OF THE ACTION**

7 1. This is a California consumer class action for violations of the Consumers
8 Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”), Unfair Competition
9 Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”), and for breach of express
10 warranty.

11 2. Defendant manufactures, distributes, advertises, markets, and sells the
12 Odoban Concentrate Disinfectant (the “Product”). The Product is a “Concentrate” that
13 is intended to be diluted with water prior to use. The front label of the Product
14 prominently says that it “**Makes Up to 32 Gallons.**” This claim is false and
15 misleading because the Product is in fact only capable of making a fraction of the
16 number of gallons when diluted for almost every use according to Defendant’s mixing
17 instructions. For example, the Product only makes 6.8 gallons when mixed for use as
18 an “Air Freshener” Accordingly, Defendant’s “Makes Up to 32 Gallons” claim on the
19 label of the Product is likely to deceive a reasonable consumer.

20 3. Plaintiff, who purchased the Product in California, was deceived by
21 Defendant’s unlawful conduct and brings this action on her own behalf and on behalf
22 of California consumers to remedy Defendant’s unlawful acts.

23 **JURISDICTION AND VENUE**

24 4. This Court has original jurisdiction over this action pursuant to 28 U.S.C.
25 § 1332(d) because this is a class action in which: (1) there are over 100 members in
26 the proposed class; (2) members of the proposed class have a different citizenship
27 from Defendant; and (3) the claims of the proposed class members exceed \$5,000,000
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1 in the aggregate, exclusive of interest and costs.

2 5. This Court has personal jurisdiction over Defendant because Defendant
3 conducts and transacts business in the State of California, contracts to supply goods
4 within the State of California, and supplies goods within the State of California.
5 Defendant, on its own and through its agents, is responsible for the distribution,
6 marketing, labeling, and sale of the Product in California, specifically in this county.
7 The marketing of the Product, including the decision of what to include and not
8 include on the label, emanates from Defendant. Thus, Defendant has intentionally
9 availed itself of the markets within California through its advertising, marketing, and
10 sale of the Product to consumers in California, including Plaintiff. The Court also has
11 specific jurisdiction over Defendant as it has purposefully directed activities towards
12 the forum state, Plaintiff's claims arise out of those activities, and it is reasonable for
13 Defendant to defend this lawsuit because it has sold deceptively advertised Product
14 to Plaintiff and members of the Class in California. By distributing and selling the
15 Product in California, Defendant has intentionally and expressly aimed conduct at
16 California which caused harm to Plaintiff and the Class that Defendant knows is likely
17 to be suffered by Californians.

18 6. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial
19 part of the events or omissions giving rise to the claim occurred in this District
20 because Plaintiff purchased one of the Products within this District.

21 **PARTIES**

22 7. Plaintiff Jessica Robertson is an individual consumer who, at all times
23 relevant to this action, was a citizen of and resided in California. Plaintiff purchased
24 the Product at a Sam's Club and/or Home Depot store in Palm Desert, California
25 during the Class Period. Plaintiff saw and relied on the "Make Up to 32 Gallons"
26 claim on the label of the Product. Plaintiff would not have purchased the Product, or
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1 would have paid less for the Product, had she known the truth about Defendant's
2 advertising. As a result, Plaintiff suffered injury in fact when she spent money to
3 purchase the Product she would not have purchased, or would have paid less for,
4 absent Defendant's misconduct. Plaintiff desires to purchase the Product again if the
5 labels of the product were accurate. However, as a result of Defendant's ongoing
6 misrepresentations, Plaintiff is unable to rely on the Product's advertising and
7 labeling when deciding in the future whether to purchase the Product.

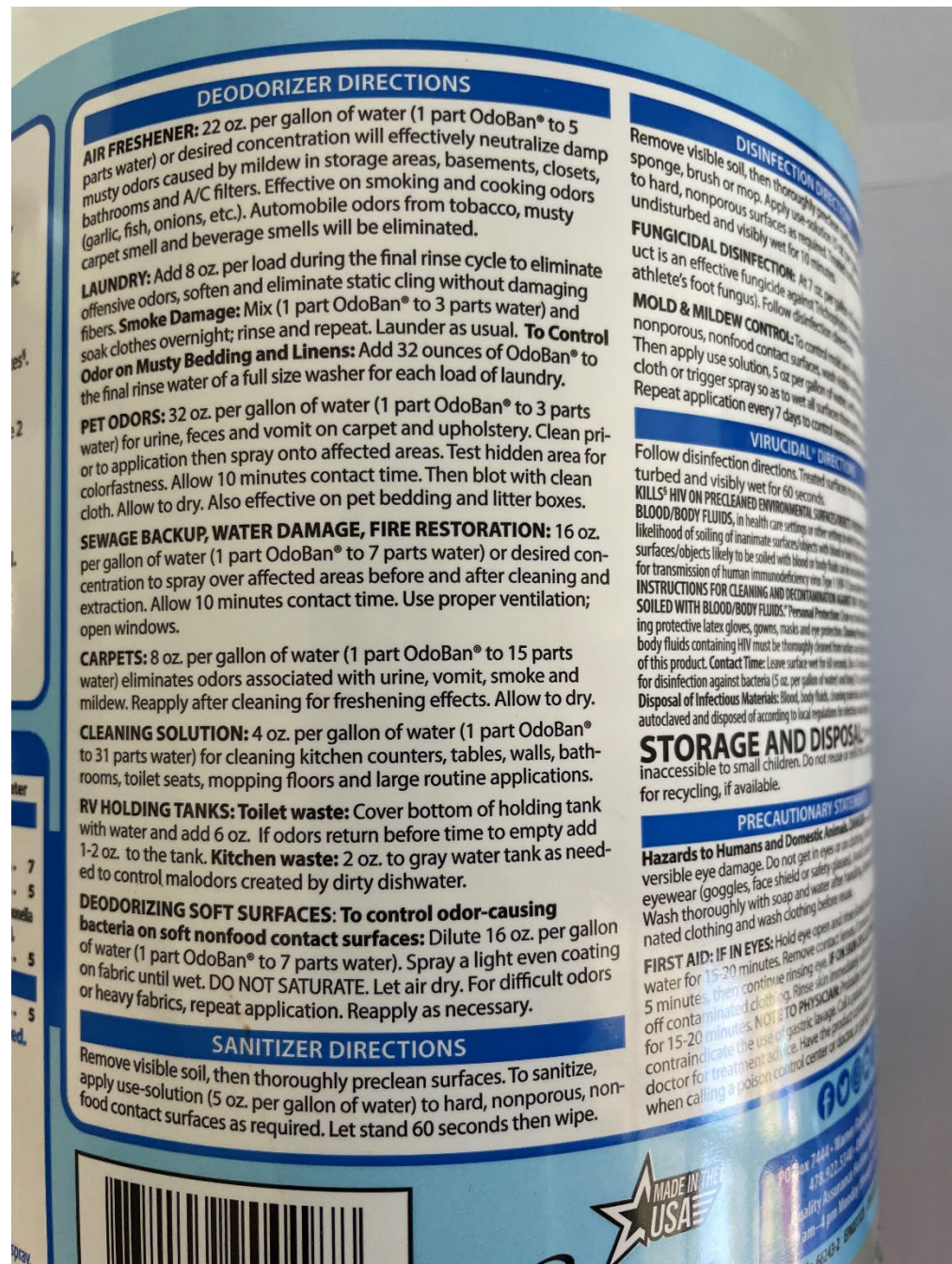
8 8. Defendant is a Georgia corporation that maintains its principal place of
9 business in Warner Robins, Georgia.

10 **FACTUAL ALLEGATIONS**

11 9. The Product is sold in a one-gallon (128 fluid ounce) bottle. The front
12 label of the Product says that the Product is a "Concentrate" that "Makes Up to 32
13 Gallons" as shown below:



10. The back label of the Product shows, in small print, mixing instructions as shown below:



11. Defendant's mixing instructions fail to explicitly state *which* option produces the "Makes Up to 32 Gallons" advertisement on the front label of the Product. Given the dilutions set forth on the back panel of the Product, the specified number of gallons that Defendant represents the Product is capable of making is only a fraction of what it is actually capable of making when mixed for every use except for when mixed as a "cleaning solution." Thus, the Product actually makes less than the amount Defendant claims as demonstrated in the table below:

<u>DIRECTION FOR USE</u>	<u>GALLONS MADE</u>
" Air Freshener: 22 oz per gallon of water"	6.8 gallons
" Laundry: Add 8 oz per load"	1 gallon
" Pet Odors: 32 oz per gallon of water"	5 gallons
" Sewage Backup, Water Damage, Fire Restoration: 16 oz per gallon of water"	9 gallons
" Carpets: 8 oz per gallon of water"	17 gallons
" Cleaning Solution: 4 oz per gallon of water"	33 gallons

1 2 3 4	“RV Holding Tanks: Toilet Waste: Cover bottom of holding tank with water and add 6 oz”	1 gallon
5 6 7	“Deodorizing Soft Surfaces.... Dilute 16 oz per gallon of water”	9 gallons
8 9	“Fungicidal Disinfection: ... 7 oz per gallon of water”	19.2 gallons
10 11 12	“Mold and Mildew Control:...5 oz per gallon of water”	26.6 gallons

13 12. Defendant fails to disclose that the advertised “Makes Up to 32 Gallons”
14 amount can only be achieved by following the mixing instructions for “Cleaning
15 Solution.” However, reasonable consumers like Plaintiff would expect that the
16 advertised “Makes Up to 32 Gallons” would be for most uses, including use as an air
17 freshener and deodorizer. Indeed, the front label of the Product says it “eliminates
18 odors,” is a “disinfectant,” and is an “air freshener.” Accordingly, reasonable
19 consumers would understand that the “Makes Up to 32 Gallons” applies to these uses.

20 13. Reasonable consumers read and understand “up to” representations—
21 like the “Makes Up to 32 Gallons” claim— as providing, under normal and reasonable
22 conditions for use, the maximum results promised. Indeed, the U.S. Federal Trade
23 Commission has explicitly determined this to be the case, stating that its “view” is
24 “that advertisers using these claims should be able to substantiate that consumers are
25 likely to achieve the maximum results promised under normal circumstances.” *See*
26 Exhibits 1 and 2 attached hereto.

1 14. As demonstrated by the label of the product itself, use of the product as
2 only a “cleaning solution” is not normal use. Rather, normal use for a product called
3 “Odoban” that is labeled as being able to “eliminate[] odors” is for use as an air
4 freshener and deodorizer and not simply as a “cleaning solution.”

5 15. Reasonable consumers should not be expected to look beyond misleading
6 representations on the front of the label to discover the truth from the dilution
7 instructions in small print on the back label of the product. This is especially true
8 where, as here, the Product at issue is a concentrated product.

9 **NO ADEQUATE REMEDY AT LAW**

10 38. Plaintiff and members of the class are entitled to equitable relief as no
11 adequate remedy at law exists. The statutes of limitations for the causes of action pled
12 herein vary. Class members who purchased the Product more than three years prior
13 to the filing of the complaint may be barred from recovery if equitable relief were not
14 permitted under the UCL.

15 39. The scope of actionable misconduct under the unfair prong of the UCL is
16 broader than the other causes of action asserted herein. It includes Defendant’s overall
17 unfair marketing scheme to promote and brand the Product, across a multitude of
18 media platforms, including the product labels, packaging, and online advertisements,
19 over a long period of time, in order to gain an unfair advantage over competitor
20 products. Plaintiff and class members may also be entitled to restitution under the
21 UCL, while not entitled to damages under other causes of action asserted herein (e.g.,
22 the CLRA is limited to certain types of plaintiffs (an individual who seeks or acquires,
23 by purchase or lease, any goods or services for personal, family, or household
24 purposes) and other statutorily enumerated conduct).

25 40. A primary litigation objective in this litigation is to obtain injunctive
26 relief. Injunctive relief is appropriate on behalf of Plaintiff and members of the class
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1 because Defendant continues to misrepresent the Product as being capable of making
2 up to 32 gallons. Injunctive relief is necessary to prevent Defendant from continuing
3 to engage in the unfair, fraudulent, and/or unlawful conduct described herein and to
4 prevent future harm—none of which can be achieved through available legal remedies
5 (such as monetary damages to compensate past harm). Injunctive relief, in the form
6 of affirmative disclosures or halting the sale of unlawfully sold products is necessary
7 to dispel the public misperception about the Product that has resulted from years of
8 Defendant’s unfair, fraudulent, and unlawful marketing efforts. An injunction
9 requiring affirmative disclosures to dispel the public’s misperception, and prevent the
10 ongoing deception and repeat purchases, is also not available through a legal remedy
11 (such as monetary damages). In addition, Plaintiff is currently unable to accurately
12 quantify the damages caused by Defendant’s future harm, because discovery and
13 Plaintiff’s investigation has not yet completed, rendering injunctive relief necessary.
14 Further, because a public injunction is available under the UCL, and damages will not
15 adequately benefit the general public in a manner equivalent to an injunction.

16 41. It is premature to determine whether an adequate remedy at law exists.
17 This is an initial pleading and discovery has not yet commenced and/or is at its initial
18 stages. No class has been certified yet. No expert discovery has commenced and/or
19 completed. The completion of fact/non-expert and expert discovery, as well as the
20 certification of this case as a class action, are necessary to finalize and determine the
21 adequacy and availability of all remedies, including legal and equitable, for Plaintiff’s
22 individual claims and any certified class or subclass. Plaintiff therefore reserves her
23 right to amend this complaint and/or assert additional facts that demonstrate this
24 Court’s jurisdiction to order equitable remedies where no adequate legal remedies are
25 available for either Plaintiff and/or any certified class or subclass. Such proof, to the
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1 extent necessary, will be presented prior to the trial of any equitable claims for relief
2 and/or the entry of an order granting equitable relief.

3 **CLASS ALLEGATIONS**

4 16. Plaintiff brings this class action pursuant to Federal Rules of Civil
5 Procedure 23(b)(2) and 23(b)(3) on behalf of the following class (“Class” or “Class
6 Members”):

7 All persons who, while in the state of California, purchased the
8 Product, for personal use, at any time from four years preceding the
9 filing of this Complaint through the date class notice is first
10 disseminated.

11 17. Excluded from the from the Class are: (i) Defendant and their officers,
12 directors, and employees; (ii) any person who files a valid and timely request for
13 exclusion; and (iii) judicial officers and their immediate family members and
14 associated court staff assigned to the case.

15 18. Plaintiff reserves the right to amend or otherwise alter the class definition
16 presented to the Court at the appropriate time, or to propose sub-classes, in response
17 to facts learned through discovery, legal arguments advanced by Defendant, or
18 otherwise.

19 19. The Class is appropriate for certification because Plaintiff can prove the
20 elements of the claims on a classwide basis using the same evidence as would be used
21 to prove those elements in individual actions alleging the same claims.

22 20. Numerosity: Class Members are so numerous that joinder of all members
23 is impracticable. Plaintiff believes that there are hundreds of consumers who are Class
24 Members described above who have been damaged by Defendant’s practices.

25 21. Commonality: There is a well-defined community of interest in the
26 common questions of law and fact affecting all Class Members. The questions of law
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1 and fact common to the Class Members which predominate over any questions which
2 may affect individual Class Members include, but are not limited to:

- 3 a. Whether Defendant made false or misleading statements of fact relating
4 to the labeling of the Product;
- 5 b. Whether Defendant violated state consumer protection statutes;
- 6 c. Whether Defendant practices violate California's Consumers Legal
7 Remedies Act;
- 8 d. Whether Defendant practices violate California's Unfair Competition
9 law, California Business and Professions Code sections 17200, *et. seq.*,
- 10 e. Whether Defendant breached an express warranty for the Product;
- 11 f. Damages needed to reasonably compensate Plaintiff and Class Members;
12 and
- 13 g. Whether Plaintiff and the proposed Class Members are entitled to an
14 award of reasonable attorneys' fees, pre-judgment interest and costs of
15 this suit;.

16 22. Typicality: Plaintiff is a member of the Class Plaintiff seeks to represent.
17 Plaintiff's claims are typical of the claims of each Class Member in that every member
18 of the Class was susceptible to the same unlawful conduct and purchased the Product.
19 Plaintiff is entitled to relief under the same causes of action as the other Class
20 Members.

21 23. Adequacy: Plaintiff is an adequate Class representative because
22 Plaintiff's interests do not conflict with the interests of the Class Members Plaintiff
23 seeks to represent; the alleged claims are common to all other members of the Class,
24 and Plaintiff has a strong interest in vindicating Plaintiff's rights; Plaintiff has retained
25 counsel competent and experienced in complex class action litigation and Plaintiff
26 intends to vigorously prosecute this action. Plaintiff has no interests which conflict
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1 with those of the Class. The Class Members' interests will be fairly and adequately
2 protected by Plaintiff and proposed Class Counsel. Defendant have acted in a manner
3 generally applicable to the Class, making relief appropriate with respect to Plaintiff
4 and the Class Members. The prosecution of separate actions by individual Class
5 Members would create a risk of inconsistent and varying adjudications.

6 24. Superiority: The Class is properly brought and should be maintained as a
7 class action because a class action is superior to traditional litigation of this
8 controversy. A class action is superior to the other available methods for the fair and
9 efficient adjudication of this controversy because:

- 10 a. The joinder of hundreds of individual Class Members is impracticable,
11 cumbersome, unduly burdensome, and a waste of judicial and/or litigation
12 resources;
- 13 b. The individual claims of the Class Members may be relatively modest
14 compared with the expense of litigating the claim, thereby making it
15 impracticable, unduly burdensome, and expensive to justify individual
16 actions;
- 17 c. When Defendant's liability has been adjudicated, all Class Members'
18 claims can be determined by the Court and administered efficiently in a
19 manner far less burdensome and expensive than if it were attempted
20 through filing, discovery, and trial of all individual cases;
- 21 d. This class action will promote orderly, efficient, expeditious, and
22 appropriate adjudication and administration of Class claims;
- 23 e. Plaintiff knows of no difficulty to be encountered in the management of
24 this action that would preclude its maintenance as a class action;
- 25 f. This class action will assure uniformity of decisions among Class
26 Members;
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1 g. The Class is readily definable and prosecution of this action as a class
2 action will eliminate the possibility of repetitious litigation; and

3 h. Class Members' interests in individually controlling the prosecution of
4 separate actions is outweighed by their interest in efficient resolution by
5 single class action;

6 25. In the alternative, the Class also may be certified because Defendant has
7 acted or refused to act on grounds generally applicable to the Class thereby making
8 final declaratory and/or injunctive relief with respect to the members of the Class as
9 a whole, appropriate.

10 26. Plaintiff seeks preliminary and permanent injunctive and equitable relief
11 on behalf of the Class, on grounds generally applicable to the Class, to enjoin and
12 prevent Defendant from engaging in the acts described, and to require Defendant to
13 provide full restitution to Plaintiff and Class members.

14 27. Unless the Class is certified, Defendant will retain monies that were taken
15 from Plaintiff and Class members as a result of Defendant's wrongful conduct.

16 **FIRST CLAIM FOR RELIEF**

17 ***Violation of California's Consumers Legal Remedies Act***
18 ***Cal. Civ. Code §§ 1750 et seq.***

19 42. Plaintiff realleges and incorporates by reference all allegations contained
20 in this complaint, as though fully set forth herein.

21 43. Plaintiff brings this claim under the CLRA individually and on behalf of
22 the Class against Defendant.

23 44. At all times relevant hereto, Plaintiff and the members of the Class were
24 "consumer[s]," as defined in California Civil Code section 1761(d).

25 45. At all relevant times, Defendant was a "person," as defined in California
26 Civil Code section 1761(c).

1 46. At all relevant times, the Product manufactured, marketed, advertised,
2 and sold by Defendant constituted “goods,” as defined in California Civil Code
3 section 1761(a).

4 47. The purchases of the Product by Plaintiff and the members of the Class
5 were and are “transactions” within the meaning of California Civil Code section
6 1761(e).

7 48. Defendant disseminated, or caused to be disseminated, through its
8 advertising, false and misleading representations, including the Product’s labeling
9 that the Product makes up to 32 gallons. Defendant failed to properly disclose that the
10 Product makes less gallons than represented when used for most purposes. This is a
11 material misrepresentation and omission as reasonable consumer would find the fact
12 that the Product contains less than what is represented to be important to their decision
13 in purchasing the Product. Defendant’s representations violate the CLRA in the
14 following ways:

15 a) Defendant represented that the Product has characteristics,
16 ingredients, uses, and benefits which they do not have (Cal. Civ. Code §
17 1770(a)(5));

18 b) Defendant represented that the Product is of a particular standard,
19 quality, or grade, which they are not (Cal. Civ. Code § 1770(a)(7));

20 c) Defendant advertised the Product with an intent not to sell the
21 Product as advertised (Cal. Civ. Code § 1770(a)(9)); and

22 d) Defendant represented that the subject of a transaction has been
23 supplied in accordance with a previous representation when it has not (Cal. Civ.
24 Code § 1770(a)(16)).

25 49. Defendant violated the CLRA because the Product was prominently
26 advertised as being able to make up to 32 gallons but, in reality, the Product does not
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1 make up to 32 gallons when used for most purposes purposes. Defendant knew or
2 should have known that its “Makes Up to 32 Gallons” claim is false and misleading.

3 50. Defendant’s actions as described herein were done with conscious
4 disregard of Plaintiff’s and the Class members’ rights and were wanton and malicious.

5 51. Defendant’s wrongful business practices constituted, and constitute, a
6 continuing course of conduct in violation of the CLRA, since Defendant is still
7 representing that the Product has characteristics that it does not have.

8 52. Pursuant to California Civil Code section 1782(d), Plaintiff and the
9 members of the Class seek an order enjoining Defendant from engaging in the
10 methods, acts, and practices alleged herein.

11 53. Pursuant to California Civil Code section 1782, Plaintiff notified
12 Defendant in writing by certified mail of the alleged violations of the CLRA and
13 demanded that Defendant rectify the problems associated with the actions detailed
14 above and give notice to all affected consumers of their intent to so act. Defendant
15 failed to rectify or agree to rectify the problems associated with the actions detailed
16 herein and give notice to all affected consumers within 30 days of the date of written
17 notice pursuant to section 1782 of the CLRA. Accordingly, Plaintiff seeks damages,
18 punitive damages, and attorneys’ fees and costs pursuant to the CLRA.

19 54. Pursuant to section 1780(d) of the CLRA, below is an affidavit showing
20 that this action was commenced in a proper forum.

21 **SECOND CLAIM FOR RELIEF**

22 ***Violation of California’s Unfair Competition Law***
23 ***Cal. Bus. & Prof. Code §§ 17200 et seq.***

24 55. Plaintiff realleges and incorporates by reference all allegations contained
25 in this complaint, as though fully set forth herein.

26 56. Plaintiff brings this claim under the UCL individually and on behalf of
27 the Class against Defendant.
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1 57. The UCL prohibits any “unlawful,” “fraudulent,” or “unfair” business act
2 or practice and any false or misleading advertising.

3 58. Defendant committed unlawful business acts or practices by making the
4 representations and omitted material facts (which constitutes advertising within the
5 meaning of California Business & Professions Code section 17200), as set forth more
6 fully herein, and by violating California’s Consumers Legal Remedies Act, Cal. Civ.
7 Code §§17500, *et seq.*, California’s False Advertising Law, Cal. Bus. & Prof. §
8 17500, *et seq.*, 15 U.S.C. § 45, and by breaching express and implied warranties.
9 Plaintiff, individually and on behalf of the other Class members, reserves the right to
10 allege other violations of law, which constitute other unlawful business acts or
11 practices. Such conduct is ongoing and continues to this date.

12 59. Defendant committed “unfair” business acts or practices by: (1) engaging
13 in conduct where the utility of such conduct is outweighed by the harm to Plaintiff
14 and the members of the a Class; (2) engaging in conduct that is immoral, unethical,
15 oppressive, unscrupulous, or substantially injurious to Plaintiff and the members of
16 the Class; and (3) engaging in conduct that undermines or violates the intent of the
17 consumer protection laws alleged herein. There is no societal benefit from deceptive
18 advertising. Plaintiff and the other Class members paid for a Product that is not as
19 advertised by Defendant. Further, Defendant failed to disclose a material fact of
20 which it had exclusive knowledge. While Plaintiff and the other Class members were
21 harmed, Defendant was unjustly enriched by its false misrepresentations and material
22 omissions. As a result, Defendant’s conduct is “unfair,” as it offended an established
23 public policy. There were reasonably available alternatives to further Defendant’s
24 legitimate business interests, other than the conduct described herein.

25 60. Plaintiff and the other members of the Class have in fact been deceived
26 as a result of their reliance on Defendant’s material representations and omissions.

1 This reliance has caused harm to Plaintiff and the other members of the Class, each
2 of whom purchased Defendant's Product. Plaintiff and the other Class members have
3 suffered injury in fact and lost money as a result of purchasing the Product and
4 Defendant's unlawful, unfair, and fraudulent practices.

5 61. Defendant's wrongful business practices and violations of the UCL are
6 ongoing.

7 62. Plaintiff and the Class seek pre-judgment interest as a direct and
8 proximate result of Defendant's unfair and fraudulent business conduct. The amount
9 on which interest is to be calculated is a sum certain and capable of calculation, and
10 Plaintiff and the Class seek interest in an amount according to proof.

11 63. Unless restrained and enjoined, Defendant will continue to engage in the
12 above-described conduct. Accordingly, injunctive relief is appropriate. Pursuant to
13 California Business & Professions Code section 17203, Plaintiff, individually and on
14 behalf of the Class, seeks (1) restitution from Defendant of all money obtained from
15 Plaintiff and the other Class members as a result of unfair competition; (2) an
16 injunction prohibiting Defendant from continuing such practices in the State of
17 California that do not comply with California law (an injunction is the primary
18 litigation goal of Plaintiff); and (3) all other relief this Court deems appropriate,
19 consistent with California Business & Professions Code section 17203.

20 **THIRD CLAIM FOR RELIEF**

21 ***Breach of Express Warranty***

22 64. Plaintiff realleges and incorporates by reference all allegations contained
23 in this complaint, as though fully set forth herein.

24 65. Plaintiff brings this claim for breach of express warranty individually and
25 on behalf of the Class against Defendant.

26 66. As the manufacturer, marketer, distributor, and seller of the Product,
27 Defendant issued an express warranty by representing to consumers at the point of
28 purchase that the Product is capable of making 32 gallons.

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Civil Code Section 1780(d) Affidavit

I am an attorney duly licensed to practice before all of the courts of the State of California. I am one of the counsel of record for Plaintiff. Defendant has done, and is doing, business in California, including in this District. Plaintiff alleges that she purchased the Product within this District.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed July 16, 2024 at San Diego, California.

By:

/s/ Michael T. Houchin

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